

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS

Austin Division
(sitting as a Court of Record, 28 U.S.C. 132(a))

FILED

2011 JUL 27 AM 11:21

CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY DEPUTY

Michael Joseph Kearns
Plaintiff,

Federal Home Loan Mortgage Corp.
Defendant,

MISCELLANEOUS CASE

A11 mc 642 LY

COMPLAINT FOR DAMAGES

COURT OF RECORD

FEDERAL QUESTION

COMPLAINT FOR DAMAGES

Michael Joseph Kearns, comes as one of the people of the United States and not as a United States Citizen, under the saving-to-suitor clause of the Judiciary Act of 1789, to determine the procedural consequences by the way in which I exercise the powers of sovereignty guaranteed to me under a guaranteed Republican Form of Government, under the classic privilege of the said saving-to-suitor clause, and comes of necessity to complain of the Defendant as follows:

Plaintiff, Suitor, Michael Joseph Kearns whose status and character is above described currently lives on the land of Texas at the location of: c/o 9739 Hidden Falls, San Antonio, Texas, [78250] and can be served process at that location.

Defendant, Federal Home Loan Mortgage Corporation, is a Federal Corporation and can be served process by serving it's Home Office, 8200 Jones Branch Drive, McLean, Virginia 22102.

Suitor, Michael Joseph Kearns has made an independent claim cognizable under the Constitution of the United States and the laws of the United States as represented by an AFFIDAVIT OF TENDER OF LAWFUL MONEY, REFUSAL OF LAWFUL TENDER OF PAYMENT AND PURCHASE OF PROPERTY, filed in the Travis County Texas Deed Records at Clerk's File Number 2010131744, concerning the tender of lawful money of account of the United States, 21 United States Silver Dollars.

Defendant has failed/refused to honor the official notice of sale offer and the tender of payment in response to the said offer. The offer was made in the official money of account of the United States, i.e. United States Silver Dollars.

Defendant has sued Plaintiff in a Texas state district court to remove the said AFFIDAVIT OF TENDER OF LAWFUL MONEY, REFUSAL OF LAWFUL TENDER OF PAYMENT AND PURCHASE OF PROPERTY.

Suitor's fundamental substantive right to due process was violated when the Plaintiff, refused the tender of lawful money of account of the United States (CASH) as represented by 21 United States Silver Dollars, in hand and presented for the world to see, pursuant to the Plaintiff's Notice of Foreclosure posted on the Public Notice Billboard located at the Travis County Courthouse, Austin, Texas, AND instead accepted credit in some form unknown to Michael Joseph Kearns at this time, to the detriment of the rights of Michael Joseph Kearns to adhere to the Public Notice of Foreclosure (OFFER).

Because this action in the United States District Court as a Court of Record is independent of the Magistrate, the United States District Judge, sitting as a "Magistrate" in this United States District Court as a Court of Record, does not have the consent of the parties to issue any orders of Remand in this matter.

THEREFORE, the Plaintiff has acted in a manner to deprive Defendant his fundamental/substantive right to exercise the powers of sovereignty and due process of law,

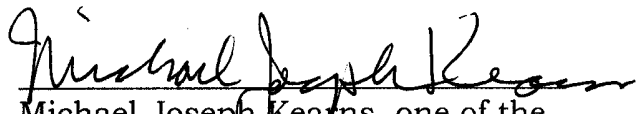
1. by committing a trespass upon the Constitution of the United States,
2. a trespass upon a tender of lawful money of account of the United States as represented by the 21 United States Silver Dollars tendered in response to the offer of the Plaintiff for a public sale for CASH to the highest bidder thereof,
3. committed a trespass upon the Notice of Foreclosure, by not adhering to the terms and conditions thereof and has acted under color of authority derived from the Constitution and the laws of the United States which provides for equal rights under fundamental laws,
4. by attempting to commit a fraud upon the court and a trespass upon the money of account of the United States, by purposely naming 21 United States Silver Dollars, as "21 silver coins,"
5. and has refused to honor the offer made to the public under the Notice of Foreclosure, being inconsistent with the Constitution and

the established laws of the United States, the supreme Law of the Land in relation to Michael Joseph Kearns.

Also, Defendant, Federal Home Loan Mortgage Corp, be cited to appear and answer why judgment should not be entered against them, jointly and severally for the enforcement of the contract represented by the Notice of Foreclosure (offer) and the tender of payment under the said contract and the damages caused to Suitor in this Case.

Suitor would invoke the damages for anti-trust cases, as this amounts to the same as, pursuant to the United States Code, 15 U.S.C. 1, of \$100,000,000.00 per each.

Dated this 26th day of July, 2011.


Michael Joseph Kearns, one of the
people of the United States

c/o 9739 Hidden Falls
San Antonio TX 782507

CERTIFICATE OF SERVICE

Texas
210-523-7154

I, Michael Joseph Kearns, hereby certify I placed a copy of this
COMPLAINT FOR DAMAGES in the U.S. Mail, handdelivered, or sent by
facsimile, on the 27 day of July, 2011, addressed:

Maureen S. Kersey
BARRETT DAFFIN FRAPPIER
15000 Surveyor Blvd, Suite 100
Addison, Texas 75001
Fax: 972-341-0734


Michael Joseph Kearns